

SANTA MARIA PUBLIC AIRPORT DISTRICT BOARD OF DIRECTORS

Thursday August 11, 2022 Administration Building Airport Boardroom 7:00 P.M.

REGULAR MEETING A G E N D A

This agenda is prepared and posted pursuant to the requirements of the California Government Code Section 54954.2. By listing a topic on this agenda, the Santa Maria Public Airport District has expressed its intent to discuss and act on each item. The Santa Maria Public Airport District welcomes orderly participation at its meetings from all members of the public. This includes assistance under the Americans with Disabilities Act to provide an equally effective opportunity for individuals with a disability to participate in and benefit from District activities. To request assistance with disability accommodation, please call (805) 922-1726. Notification at least 48 hours prior to the meeting would enable the Santa Maria Public Airport District to make reasonable arrangements to ensure accessibility to this meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Engel, Brown, Rafferty, Adams, Baskett

- 1. MINUTES OF THE REGULAR MEETING HELD JULY 28, 2022.
- 2. COMMITTEE REPORT(S):
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc)
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc)
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc)
 - d) CITY & COUNTY LIAISON
 - e) STATE & FEDERAL LIAISON
 - f) VANDENBERG LIAISON
 - g) BUSINESS PARK COMMITTEE (Ad Hoc)
- 3. GENERAL MANAGER'S REPORT
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT
 - a) Demand Register
- 5. DISTRICT COUNSEL'S REPORT. (Joshua George and Natalie Frye Laacke)

- SANTA MARIA PUBLIC AIRPORT DISTRICT -

- 6. PUBLIC SESSION: Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board will establish time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.
- 7. AUTHORIZATION FOR TUITION REIMBURSEMENT FOR ONE STAFF MEMBER.
- 8. AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE THE PRODIGIQ SERVICE AND SUPPORT AGREEMENT BETWEEN THE DISTRICT AND PRODIGIQ WHICH INCLUDES CURRENT SYSTEM UPDGRADES AND THE ADDITION OF WILDLIFE HAZARD MANAGEMENT AND THE OPERATIONS LOG MODULES AND THE TRAINING MANAGEMENT SYSTEM.
- 9. AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE THE CONTRACT BETWEEN THE DISTRICT AND THE JF WILL COMPANY FOR CLEANUP AND OBSTRUCTION REMOVAL.
- 10. CLOSED SESSION. The Board will hold a Closed Session to discuss the following item(s):
 - a) Conference with Real Property Negotiators (Chris Hastert, Tom Ross, and District Counsel) Re: APN 111-231-09, APN 111-231-11, APN 111-231-17, APN 111-292-027 (Gov. Code Section 54956.8)
 - b) Conference with Real Property Negotiators (Chris Hastert, and District Counsel) Re: 3455 Skyway Drive, Santa Maria, CA 93455 (Gov. Code Section 54956.8)
 - c) Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): One Case.
 - d) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444.
 - e) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, Santa Barbara Superior Court Case No. 21CV04183.
- 11. DIRECTORS' COMMENTS.
- 12. ADJOURNMENT.

MINUTES OF THE REGULAR BOARD MEETING OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT HELD JULY 28, 2022

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting at the regular meeting place at 7:00 p.m. Present were Directors Engel, Rafferty, Adams, and Baskett. General Manager Hastert, Manager of Finance & Administration Reade, and District Counsel George. Director Brown was absent.

- 1. MINUTES OF THE REGULAR MEETING HELD July 14, 2022. Director Baskett made a Motion to approve the minutes of the regular meeting held July 14, 2022. Director Rafferty Seconded and it was carried by a 4-0 vote.
- 2. COMMITTEE REPORT(S):
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) No meeting scheduled.
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) No meeting scheduled.
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc) No meeting scheduled.
 - d) CITY & COUNTY LIAISON No meeting scheduled.
 - e) STATE & FEDERAL LIAISON No meeting scheduled.
 - f) VANDENBERG LIAISON No meeting scheduled.
 - g) BUSINESS PARK COMMITTEE (Ad Hoc) The committee met with the City to discuss the future of Pioneer Park.
 - h) SOLAR COMMITTEE (Ad Hoc) The committee met yesterday to discuss potential options.
- 3. GENERAL MANAGER'S REPORT. Mr. Hastert updated the board on a meeting he attended with the City to discuss a new water well on the west side of the airport. This would require an old easement for well 15 to be brought back for adjustment and a current temporary water line. He also attended a meeting with the EDC and provided updates to the Board.
- 4. The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.
 - a) Demand Register. The Demand Register, covering warrants 070515 through 070541 in the amount of \$81,163.24 was recommended for approval as presented. Director Rafferty made a Motion to accept the Demand Register as presented. Director Baskett Seconded and it was carried by a 4-0 vote.
 - b) Budget to Actual. Received and filed.
 - c) Financial Statements. Received and filed.

- d) Quarterly Financial Statements. Received and filed.
- 5. DISTRICT COUNSEL'S REPORT. Nothing to report.
- 6. PUBLIC SESSION: Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board has established a five-minute time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.

No one requested to speak.

- 7. Authorization for two individuals to attend the ACA Annual Conference to be held September 13-16, 2022, in South Lake Tahoe, CA. Director Adams made a Motion to approve. Director Rafferty Seconded and it was carried by a 4-0 vote.
- 8. CLOSED SESSION. At 7:13 p.m. the Board went into Closed Session to discuss the following item(s):
 - a) Conference with Real Property Negotiators (Chris Hastert, Tom Ross, and District Counsel) Re: APN 111-231-09, APN 111-231-11, APN 111-231-17, APN 111-292-027 (Gov. Code Section 54956.8)
 - b) Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): Two Cases
 - c) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444.
 - d) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, Santa Barbara Superior Court Case No. 21CV04183.

At 7:35 pm., the Board and staff reconvened to Open Public Session.

There was one reportable action. The Board has directed staff to reject the July 18^{th,} 2022, Government Code Claim in item "8b", threatened litigation presented by Levent Uzkan.

9. DIRECTORS' COMMENTS: Directors Engel, Rafferty, and Adams had no comment.

Director Baskett voiced his concerns regarding current air service in Santa Maria and how to obtain more when the industry is struggling. Mr. Baskett received and invitation from American Airlines to fly for them and he is six months away from turning 80, proving how desperate the airlines are for pilots. He also mentioned that SkyWest Airlines is trying to obtain a Part 135 operation to allow more pilots to start gaining hours on smaller aircraft to help alleviate the shortage. He would like us to contact SkyWest for potential routes if approved.

10. ADJOURNMENT. President Engel asked for a Motion to adjourn to a Regular Meeting to be held on August 11, 2022, at 7:00 p.m. at the regular meeting place. Director Adams made that Motion, Director Rafferty Seconded and it was carried by a 4-0 vote.

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 7:37 p.m. on July 28, 2022.

Carl Engel, President

Hugh Rafferty, Secretary

DEMAND REGISTER SANTA MARIA PUBLIC AIRPORT DISTRICT

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 070542 to 070627 and electronic payments on Pacific Premier Bank and in the total amount of \$651,794.60

CHRIS HASTERT GENERAL MANAGER DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 070542 to 070627 and electronic payments on Pacific Premier Bank in the total amount of \$651,794.60 has been approved as being in conformity with the budget approved by the Santa Maria Public Airport District and funds are available for their payment.

VERONEKA READE MANAGER OF FINANCE AND ADMINISTRATION DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF AUGUST 11, 2022.

HUGH RAFFERTY SECRETARY

Demand Register

	Check Number	Check Date	Vendor Name	Check Amount	Description
*	70542	7/27/2022	ADB SAFEGATE Americas LLC	\$865.16	Lighting Maintenance - Landing Area
*	70543	7/27/2022	Aflac	\$277.56	Voluntary Insurance - Employee
*	70544	7/27/2022	American Industrial Supply	\$32.11	Vehicle Maintenance
*	70545	7/27/2022	AT&T	\$91.55	Telephone Service
*	70546	7/27/2022	Bartlett, Pringle & Wolf	\$269.50	Computer Support Services - Acumatica
*	70547	7/27/2022	Bedford Enterprises, Inc.	\$311.64	Building Maintenance - Hangar Area
*	70548	7/27/2022	Bomar Security & Investigation	\$2,426.00	Security Service
*	70549	7/27/2022	California Airports Council	\$525.00	Membership Dues 7/1/22 - 6/30/23
*	70550	7/27/2022	Carquest Auto Parts	\$603.65	Vehicle Maintenance
*	70551	7/27/2022	CARR'S BOOTS	\$175.59	Safety Boots
*	70552	7/27/2022	Consolidated Electrical Distributors, Inc.	\$1,679.05	Building Maintenance - Terminal
*	70553	7/27/2022	City of Guadalupe	\$29,245.58	Security Service/LEO June 2022
*	70554	7/27/2022	City of Santa Maria	\$865.35	Construction Meter Fees
*	70555	7/27/2022	City of Santa Maria	\$224,262.93	ARFF Svcs (April-June 2022), ARFF Burn Training
*	70556	7/27/2022	City of Santa Maria-Util Div	\$6,721.63	Utilities - Water
*	70557	7/27/2022	Clark Pest Control	\$272.00	Building Maintenance - Terminal
*	70558	7/27/2022	De Lage Landen	\$102.18	Copier
*	70559	7/27/2022	Emergency Repair Door Service	\$2,956.01	Terminal/Admin Building Maintenance
*	70560	7/27/2022	Frontier Communications	\$703.29	Telephone Service
*	70561	7/27/2022	Home Depot	\$234.63	Shop Supplies/Hangar Maintenance
*	70562	7/27/2022	J B Dewar, Inc	\$6,588.18	Red Diesel Tank Refill/Fuel Expense
*	70563	7/27/2022	J.D. Humann Landscape Contr.	\$2,104.56	Landscaping
*	70564	7/27/2022	Jack's All American Plumbing	\$275.00	Building Maintenance - Terminal
*	70565	7/27/2022	McMasters and Carr	\$95.52	Building Maintenance - Terminal
*	70566	7/27/2022	Mead & Hunt, Inc.	\$21,224.43	Airport Consulting Services
*	70567	7/27/2022	Mission Linen Service	\$537.21	Uniform Service
*	70568	7/27/2022	Mr. Backflow	\$625.00	Annual Testing - Backflow Devices
*	70569	7/27/2022	Pacific Telemanagement Services	\$230.92	Pay Phone Services - Terminal
*	70570	7/27/2022	Pathpoint	\$1,972.00	Airport Maintenance Svc - Window Cleaning
*	70571	7/27/2022	Quinn Company	\$6,242.25	Motor Grader Rental
*	70572	7/27/2022	Reade, Veroneka	\$393.75	SWAAAE Conference - Reimbursement
*	70573	7/27/2022	RRM Design Group	\$5,016.25	Bus. Park Spec. Plan Amendment
*	70574	7/27/2022	Safety-Kleen	\$190.00	Hangar Maintenance
*	70575	7/27/2022	San Luis Powerhouse	\$675.00	Generators - Quarterly Inspections

Demand Register

	Check Number	Check Date	Vendor Name	Check Amount	Description
*	70576	7/27/2022	SCS Engineers	\$624.50	PFAS Assessment Workplan - June 2022
*	70577	7/27/2022	SM Tire	\$17,617.05	Vehicle Maintenance - Tires
*	70578	7/27/2022	Smith's Alarms & Electronics Inc.	\$95.00	Alarm Maintenance - Hangar Area
*	70579	7/27/2022	U.S. Dept. of Agriculture	\$26.47	Weed/Wildlife Abatement Program
*	70580	7/27/2022	Santa Maria Police Council	\$250.00	Airport Advertising
*	70581	7/27/2022	Gsolutionz, Inc.	\$525.96	Voice Services 5/22/22 - 6/22/22
*	70582	8/8/2022	American Assn of Airport Exec	\$725.00	Membership Dues/ Digicast
			70583-70585 - VOIDED CHECKS		
*	70586	8/8/2022	Advantage Answering Plus	\$429.55	Answering Service
*	70587	8/8/2022	Allan Hancock College Foundation	\$384.13	Airfest Marketing - Posters
*	70588	8/8/2022	AT&T	\$256.34	Telephone Service
*	70589	8/8/2022	Bomar Security & Investigation	\$4,542.16	Security Service
*	70590	8/8/2022	Brown, Steve	\$500.00	Director's Fees
*	70591	8/8/2022	Coast Networx	\$210.00	Computer Support Services
*	70592	8/8/2022	Clark Pest Control	\$2,516.00	Weed/Wildlife Abatement
*	70593	8/8/2022	Engel, Carl Jr.	\$600.00	Director's Fees
*	70594	8/8/2022	Fedak & Brown LLP	\$7,510.00	Annual Audit
*	70595	8/8/2022	Federal Express	\$52.64	Shipping Services
*	70596	8/8/2022	Ferguson Enterprises, Inc.	\$38.77	Building Maint. / Vehicle Maintenance
*	70597	8/8/2022	Frontier Communications	\$924.21	Telephone Service
*	70598	8/8/2022	Gas Company, The	\$191.36	Utilities - Gas
*	70599	8/8/2022	Government Finance Officers Assoc.	\$160.00	Membership Renewal 9/1/22 - 8/31/23
*	70600	8/8/2022	Grainger	\$90.12	Shop Supplies
*	70601	8/8/2022	Groveman Hiete LLP	\$1,554.00	Legal Counsel Services
*	70602	8/8/2022	Heath, Ray	\$3,575.20	Consulting Services - Contingencies
	70603	44781	J B Dewar, Inc	161.02	Fuel Expense
*	70604	8/8/2022	MarTeeny Designs	\$275.00	Website Maintenance
*	70605	8/8/2022	Mission Linen Service	\$213.82	Uniform Service
*	70606	8/8/2022	Outdoor Supply Hardware	\$119.06	Shop Supplies
*	70607	8/8/2022	Quinn Company	\$839.16	Airfest Safety - Motorgrader
*	70608	8/8/2022	Rafferty, Hugh	\$300.00	Director's Fees
*	70609	8/8/2022	Rafferty, Hugh - Reimbursement	\$81.25	SBCCSDA- Travel Reimbursement
*	70610	8/8/2022	Santa Barbara Cnty Special District Assoc.	\$80.00	Dinner Meeting 7/25/22
*	70611	8/8/2022	Santa Barbara LAFCO	\$5,942.00	LAFCO Dues

Demand Register

	Check Number	Check Date	Vendor Name	Check Amount	Description
*	70612	8/8/2022	S Lombardi & Assoc., Inc.	\$5,852.65	Airport Advertising
*	70613	8/8/2022	Tri-Counties Plant Service	\$275.00	Interior Plant Service - Terminal
*	70614	8/8/2022	Verizon Wireless	\$922.91	Mobile Devices
*	70615	8/8/2022	WageWorks	\$100.00	Cafeteria Plan - Admin Fee
*	70616	8/8/2022	Oberon3, Inc	\$50.00	Building Maintenance - Terminal
*	70617	8/8/2022	HR Your Way, Inc.	\$1,122.00	HR Outsource
*	70618	8/8/2022	Baskett, David	\$300.00	Director's Fees
*	70619	8/8/2022	Gsolutionz, Inc.	\$97.95	GPS Cloud Services - Phones
*	70620	8/8/2022	Digital West	\$950.65	Network Services - Terminal
*	70621	8/8/2022	Kimley-Horn and Associates, Inc.	\$1,349.34	SMX Specific Plan Support
*	70622	8/8/2022	Demott, Steve	\$250.00	Tenant Refund
*	70623	8/8/2022	Pozdolski, Casey	\$267.00	Tenant Refund
*	70624	8/8/2022	Adams, Chuck	\$200.00	Director's Fees
*	70625	8/8/2022	Adamski Moroski	\$5,111.90	Legal Counsel Service
*	70626	8/8/2022	ADB SAFEGATE Americas LLC	\$2,846.24	Signs/Lighting Maintenance
*	70627	8/8/2022	Osborn, Carla	\$1,346.00	Education - Tuition Reimbursement
			Subtotal	\$391,241.89	
	ACH	7/26/2022	Umpqua Bank	\$13,026.17	Business Travel, Airfest, Computer Support Services
	ACH	7/27/2022	CalPers	\$172,129.00	Unfunded Liability
	ACH	8/1/2022	Collective Communications	\$7,769.17	Consulting Services
	ACH	8/1/2022	Ready Refresh	\$188.21	Water Delivery
	ACH	8/1/2022	Paychex	\$1,964.96	Paychex/ Reversal
	ACH	8/2/2022	Pacific Premier Bank	\$1,005.19	Credit Card Fees
	ACH	8/2/2022	CalPers	\$5,701.16	Employee Retirement
	ACH	8/4/2022	Paychex	\$28,296.81	Payroll
	ACH	8/4/2022	Empower Retirement	\$4,928.19	Paid Employee Retirement
	ACH	8/5/2022	Paychex	\$6,686.62	Payroll Taxes
	ACH	8/5/2022	Paychex	\$191.04	Paychex Invoice
	ACH	8/9/2022	Umpqua Bank	\$795.99	Credit Card Fees
	ACH	8/9/2022	PG&E	\$17,870.20	Terminal/Hangar/Admin Electricity
			Subtotal	\$260,552.71	

Demand Register

Check Check Date Vendor Name Check Description Amount

Total

\$651,794.60



August 11, 2022

Board of Directors Santa Maria Public Airport District 3217 Terminal Drive Santa Maria, CA 93455

Subject: Authorization for tuition reimbursement for one staff member

Summary

Based upon section 10.5 of the Personnel Manual I am requesting reimbursement for Carla Osborn. Ms. Osborn has completed and passed this course at Embry-Riddle Aeronautical University.

<u>Budget</u>

Course	Tuition	Books	Total
Environmental Communication	\$1,346.00		\$1,346.00

Overall Impact

Approved 2022-202 Budget for Education	\$21,400.00
Previously Approved for Education	\$0.00
Current Balance for Education	\$21,400.00
Amount of this Request	\$1,346.00
Balance Remaining if Approved	\$20,054.00

Recommendation

I recommend we repay Mrs. Osborn. The District will benefit as a result of additional training and these classes will assist the Operations Officer's pursuit of her bachelor's degree.

Sincerely,

Veroneka Reade Manager of Finance & Administration

– SANTA MARIA PUBLIC AIRPORT DISTRICT –



Carla Osborn

Account No: Statement Print Date: Statement From/To Date: 2513380 7/28/2022 17:07 PM 5/1/2022 To 5/31/2022

		Charges	
Date Posted	<u>Term</u>	Item Description	Amount Currency
05/16/2022	Worldwide 2022-05 May	SGA Fee	5.00 USD
05/16/2022	Worldwide 2022-05 May	WW Tuition Undergrad	1,341.00 USD
	Total Charges:		1,346.00

		Payments	
Date Posted	Term	Item Description	Amount Currency
05/23/2022	Student Financials CR	Payment by PayPath	-1,346.00 USD
	Total Payments:		-1,346.00
		Refunds	
Date Posted	Term	Item Description	Amount Currency
	Total Refunds:		.00
		Financial Aid	
Date Posted	<u>Term</u>	Item Description	Amount Currency
	Total Financial Aid:		.00

Net Total for Statement Date Range: .00

Charges are based on your home campus published rates. Residential and Worldwide students are only eligible for your campus specific rates regardless of modality.

Embry-Riddle will not provide refunds of tuition or fees due to suspension, modification, or cancellation of operations resulting from an act of God, strike, riot, disruption, health or safety emergency, or for any other reason beyond the control of the University.

Daytona Beach Campus: 1 Aerospace Boulevard Daytona Beach, FL 32114 386-226-6285 Prescott Campus: 3700 Willow Creek Rd. Prescott, AZ 86301 928-777-3726 Worldwide Campus: Campus of Attendance 386-226-6280



Name: Osborn,Carla

ID: 2513380

Term: Worldwide 2022-05 May

Cumulative GPA: 3.935

Class	Course Title	Units	Grade	
COMD 350	Environmental Communication	3.00	А	

PRODIGIQ SERVICE AND SUPPORT AGREEMENT

This Agreement is entered between ProDIGIQ, Inc. (hereafter "ProDIGIQ") and Santa Maria Airport (hereafter "Airport"). In consideration of the mutual covenants and obligations contained herein, the Airport and ProDIGIQ agree as follows:

1. SCOPE OF SERVICES

- 1.01 <u>LICENSE</u>. ProDIGIQ will provide Airport a non-exclusive, non-transferable license to the "Training Management System" (herein referred to as "System") described in ProDIGIQ's proposal attached hereto as Exhibit A "Proposal", ("Services") to Airport.
- 1.02 <u>PROVISION OF SERVICES</u>. The provisions of the Services shall be through a completely automated, cloud-based process. ProDIGIQ shall provide all support and services as specified in Exhibit A.

2. TERM, TRANSITION AND INSTALLATION, AND RENEWAL PERIODS

- 2.01 <u>TERM</u>. The Initial Term of the Agreement shall commence on August 1st, 2022 and shall terminate five (5) years later at midnight on July 31st, 2027 (the "Initial Termination Date"), unless earlier terminated or extended as provided in the Agreement under section 5.01 below.
- 2.02 <u>RENEWAL</u>. If ProDIGIQ is in all ways in compliance with all terms and conditions of the Agreement (or unless any non-compliance has been waived by Airport), then the Agreement may be extended for two (2) additional periods of thirty-six (36) months ("Secondary Term" or "Renewal term").

3. FEES, PRICE AND PAYMENT

- 3.01 <u>FEES</u>. The costs subject to additions and deductions for change orders made in accordance with this Agreement, Airport shall pay based on ProDIGIQ's cost proposal as outlined in Exhibit A. The first invoice shall be issued following execution of this agreement and shall be billed on an annual basis and payable within thirty (30) days of the date Airport receives invoices from ProDIGIQ. For clarification, the amount due on each statement shall be for Services to be provided during the following year. Payments shall be made payable to ProDIGIQ under the name set forth on the invoice received by Airport at the address for payment set forth on the invoice received by Airport.
- 3.02 <u>PRICE ADJUSTMENTS</u>. ProDIGIQ reserves the right to increase the fees by no greater than a total of ten percent (10%) during the Initial Term of the Agreement. Any proposed price adjustments must be submitted by ProDIGIQ in writing to the Airport at least 30 days prior to the due date of the following year's fees.
- 3.03 <u>CHANGE ORDERS</u>. Airport may modify this Agreement by requesting additional Systems and/or Services, provided however, ProDIGIQ is given thirty (30) day written notice of any such modification and approves of such modification, and Airport shall be responsible for paying ProDIGIQ for any additional fees related to such modification. Contract fees, prices, or schedules shall be equitably adjusted where an issued change so demands. For avoidance of doubt, any modification related to the reduction or termination of any portion(s), whether in part or in whole, of the Services or fees shall require the written approval of both parties prior to being implemented.

4. RIGHTS AND OBLIGATIONS

- 4.01 <u>PRODIGIQ'S OBLIGATIONS</u>. The parties understand that ProDIGIQ shall be responsible for the following matters.
 - 4.01.1 SERVICING OF SYSTEM. As outlined in Exhibit A and attached for reference, ProDIGIQ shall provide 24x7 remote monitoring of all systems necessary for the provision of the real-time System data, as contemplated in Exhibit A, to Airport. ProDIGIQ shall provide all software updates and system maintenance as contemplated on Exhibit A. ProDIGIQ shall provide prompt maintenance and repair service to keep Services operating properly. Such service shall be provided as soon as possible, following notification to ProDIGIQ by Airport that such service is required. In the event immediate repair is not possible, ProDIGIQ shall make repairs and restore any malfunctioning or inoperative System software to a satisfactory working condition within a brief period of time following notification by the Airport unless an extended period is agreed upon prior to the service repair commencement. ProDIGIQ will provide the Airport with daytime and after hours contact information for the maintenance provider.
 - 4.01.2 SOFTWARE UPDATES. ProDIGIQ shall provide System software updates, if any, during the life of this Agreement. All such updates will be provided to the Airport's system within a reasonable amount of time after they become available.
 - 4.02 <u>AIRPORT'S OBLIGATIONS</u>. The parties understand that the Airport shall be responsible for the following matters.
 - 4.02.1 SITE VISIT EXPENSES. Should Airport request and require site visits by ProDIGIQ that are not a part of a scheduled maintenance or system update visit, or upon termination of this Agreement whereby ProDIGIQ is required to or requested to visit the site, Airport shall pay all reasonable travel expenses and costs of ProDIGIQ incurred in such site visits.
 - 4.03 <u>PRODIGIQ'S RIGHT OF INGRESS AND EGRESS</u>. If necessary, and upon reasonable notice to Airport and subject to applicable laws and regulations and the Airport's rules and regulations, ProDIGIQ, its agents and employees, shall have the right of ingress and egress to and from the airline terminal building at all reasonable times in order to carry out the terms and conditions of this Agreement.

5. MISCELLANEOUS

5.01 <u>TERMINATION AND DEFAULT</u>. Termination of this Agreement shall occur either upon (i) the natural termination date of this Agreement pursuant to section 2 above, (ii) upon receipt of notice of an uncured material breach pursuant as described herein this section as described under section 5.05 below, (iii) or upon complete execution of a written mutual release by the parties.

5.02 **REPRESENTATION AND WARRANTY**.

- 5.02.1 **ProDIGIQ** represents and warrants that: (a) it has full right and power to enter into and perform this Agreement and that its performance under this Agreement will not violate any law and will not conflict with or violate any other obligation ProDIGIQ may have to any other party; (b) it is the owner or licensee of any and all intellectual property or software that will be used in providing the Services to Airport; and (c) no provision of this Agreement nor the delivery of the Services to Airport will infringe the intellectual property rights of any third party.
- 5.02.2 **Airport** represents and warrants that it has full right and power to enter into and perform this Agreement and that its engagement into this Agreement will not violate any law and will not conflict with or violate any other obligation Airport may have to any other party. Airport represents and warrants that it shall use the Services as contemplated in Exhibit A and shall not, or induce any third party to, reverse engineer or distribute ProDIGIQ intellectual property as described under paragraph 5.07 below. Lastly, it shall only provide access to the Services to personnel trained and authorized by Airport to use the Services.
- 5.03 <u>DISCLAIMERS, LIMITATIONS OF LIABILITY</u>. PRODIGIQ WILL NOT BE LIABLE TO AIRPORT FOR INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR PENALTIES ARISING FROM OR RELATED TO THIS AGREEMENT EXCEPT FOR WILLFUL MISCONDUCT BY PRODIGIQ AND ITS AFFILIATES, SUBSIDIARIES, OR PARENT. IN ANY EVENT, AIRPORT'S DAMAGES ARISING FROM ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT OR ACTIONS CARRIED OUT IN CONTEMPLATION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT AIRPORT HAS PAID TO PRODIGIQ UNDER THIS AGREEMENT. AIRPORT SHALL NOT BE ENTITLED TO ANY INJUNCTIVE RELIEF FOR ANY ALLEGED BREACH OF THIS AGREEMENT BY PRODIGIQ.
- 5.04 <u>NOTICES</u>. All notices required or permitted by this Agreement shall be in writing and will be delivered in person or by the U.S. Postal Service via certified mail, return receipt requested, and shall be deemed sufficiently given if served in the manner specified herein. Any notice which is delivered in person shall be deemed to have been given on the date it is delivered in person. Any notice which is delivered by U.S. Postal Service via certified mail, return receipt requested, shall be deemed to have been given four (4) days after the date it was mailed. If such notice is intended for Airport it shall be addressed to:

Santa Maria Airport Attn: Chris Hastert 3217 Terminal Drive Santa Maria, CA 93455

And if intended for ProDIGIQ it shall be addressed to:

Anita Venkataraman President ProDIGIQ, Inc. 26500 West Agoura Road, Ste. 102-796 Calabasas, CA 91302

- 5.05 FORCE MAJEURE. Neither party will be liable for or be considered to be in breach of or default under this Agreement, other than monetary obligations, as a result of any cause or condition beyond such party's reasonable control.
- 5.06 <u>NONPERFORMANCE</u>. In the event that a party fails to perform as required by this Agreement and is in material breach of this Agreement, and such material breach is not related to actions solely attributable to the non-breaching or to matters totally beyond the reasonable control of the breaching party, i.e., by virtue of matters typically referred to as force majeure, the non-breaching shall provide to the breaching party a notice of material breach. If the material breach identified in the notice of material breach is not cured by the breaching party within thirty (30) calendar days, the parties agree that the non-breaching shall be entitled to immediately terminate the Agreement with a notice of a failure to cure breach. In the event that such legal action is necessary, parties shall also be entitled to recover all reasonable and verifiable costs and expenses of such action, including without limitation its reasonable attorneys' fees, costs of court, and any fees or expenses of expert witnesses.

5.07 INTELLECTUAL PROPERTY.

- 5.07.1 ProDIGIQ and/or its licensors own and shall retain all proprietary rights, including all patents, copyrights, trade secrets, know-how, trademarks and other intellectual property rights now known or hereafter devised, in and to the Services and Systems including, but not limited to, software, code, hardware, technology, schematics, web and mobile applications, as well as any updates/upgrades or derivative works thereof provided to Airport pursuant to this Agreement ("ProDIGIQ Intellectual Property"). Airport acknowledges that the license granted under this Agreement shall not assign Airport any title to or ownership interest in the ProDIGIQ Intellectual Property as well as any updates/upgrades or derivative works provided pursuant to this Agreement, and shall only have a license to use the Services in accordance with the terms and conditions of this Agreement. ProDIGIQ retains all intellectual property rights not specifically granted herein.
- 5.07.2 Notwithstanding the foregoing, Airport shall retain ownership of any maps, pictures, documents, as well as other copyrighted materials and trademarks it has supplied ProDIGIQ pursuant to the performance of this Agreement ("Airport Intellectual Property"). Further, Airport shall have all right and title to the data generated for the Airport through its use of the Systems and Services. For avoidance of doubt, ProDIGIQ shall be entitled to maintain copies of all Airport Intellectual Property and data as described hereunder for its records and internal use.
- 5.08 <u>CONFIDENTIALITY</u>. To the extent provided by law, each party agrees to protect each other's Confidential Information of the other party from disclosure to anyone other than the directors, officers and employees of the receiving party who have a business related need to have access to such Confidential Information in conjunction with the purposes of this Agreement. Each party will use the same degree of care to protect such Confidential Information of the other party as it uses to protect its own information of like importance.

The term "Confidential Information," as used in this Agreement, shall mean any and all technical and business information, whether written or graphic, that is clearly marked as "Proprietary Business Information" that representatives of either party may disclose or reveal to the other party, including but not limited to: financial plans and records; marketing

plans; business strategies and relationships with third parties; client lists; retailer lists; present and proposed products; trade secrets; computer software programs and descriptions of functions and features of software; source code; computer hardware designs; information regarding customers, suppliers, founders, employees and affiliates.

- 5.09 <u>HOLD HARMLESS</u>. Parties agrees that it shall indemnify and hold the other and all its elected officials, officers, employees, volunteers and agents harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property and all forms of damage, including special, punitive, and consequential, caused or alleged to be caused, by acts or omissions of indemnifying party, its employees, and invitees on or about the premises and which arise out of indemnifying party's performance or failure to perform as specified in the Agreement. Indemnifying party shall be responsible for any reasonable and verifiable associated costs, including, but not limited to, all expenses, costs of court, reasonable attorneys' fees, and fees and costs of any expert witnesses.
- 5.10 <u>RELATION OF THE PARTIES</u>. The performance by ProDIGIQ of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between ProDIGIQ and Airport, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.
- 5.11 <u>ASSIGNMENT</u>. ProDIGIQ may assign its rights or delegate its obligations under this Agreement to any parent, subsidiary, or as part of a merger or acquisition of its business or its assets.
- 5.12 <u>SEVERABILITY</u>: The parties agree that if any provision of this Agreement is held by a court to be unenforceable, then the court shall have the power to reform the unenforceable provision to be in compliance and reflect the reasonable intentions of the parties, if possible. In any event, the parties agree that the invalidity of any provision shall not prejudice or affect the enforceability of this Agreement or any other provision in it.
- 5.13 <u>CONTROLLING LAW</u>. The laws of the state of California shall govern this Agreement, without reference to any of its conflict of laws provisions. Any conflict or claims arising from this Agreement shall be exclusively heard in a state or federal court in California.
- 5.14 <u>SURVIVAL</u>. The following sections shall survive the termination of this Agreement: 5.02, 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15 and 5.16.
- 5.15 <u>MODIFICATION AND WAIVER</u>. This Agreement may not be cancelled, altered, modified, amended or waived, in whole or in part, in any way, except by an instrument in writing signed by both parties. The waiver by either party of any breach of this Agreement in any one or more instances shall in no way be construed as a waiver of any subsequent breach of this Agreement (whether or not of a similar nature).
- 5.16 <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes all prior and contemporaneous written and oral agreements between the parties regarding the subject matter of this Agreement. This Agreement and all exhibits and schedules attached hereto shall be binding and shall inure to the benefit of the respective parties hereto, their respective successors in interest, legal representatives and assigns, and represents the entire understanding between the parties. Section headings are for convenience only and shall not affect the interpretation of the terms of this Agreement. This Agreement may be executed in

counterparts, which together constitute a single agreement and each of which will serve as evidence of the parties' binding agreement. By signing below, the signatories accept this Agreement on behalf of the entities listed below and hereby represent and warrant that they (i) have full legal authority to bind the entity to this Agreement, (ii) have read and understand this Agreement, (iii) have reviewed this Agreement with an attorney of its choice or have waived its right to do so; and (iii) agree to all terms and conditions of this Agreement.

IN WITNESS WHEREOF, Airport and ProDIGIQ have executed this Agreement the day and year first written above.

Airport

ProDIGIQ, Inc.

Signature

Signature

Name

Name

Title

Title

Exhibit A

Exhibit A commences on the following page.





PRODIGIQ, INC. PROPOSAL



UPGRADE OF CURRENT SYSTEMS AND ADDITION OF WILDLIFE HAZARD MANAGEMENT MODULE AND OPERATIONS LOG MODULE

For

SANTA MARIA AIRPORT (SMX)











To: Santa Maria Airport (SMX) Attn: Chris Hastert General Manager 3217 Terminal Dr Santa Maria, CA 93455

August 2nd, 2022

RE: UPGRADE OF CURRENT SYSTEMS AND ADDITION OF WILDLIFE HAZARD MANAGEMENT MODULE AND OPERATIONS LOG MODULE FOR SANTA MARIA AIRPORT

Dear Mr. Hastert:

Thank you for considering ProDIGIQ's systems for use at SMX. We appreciate the opportunity to present this proposal and look forward to the prospect of expanding our scope of services with your airport.

The scope of work for this project will include the following:

- Upgrade of the current systems at SMX, including the Part 139 Airport Self-Inspection Module (SANTORINI), Computerized Maintenance Management System (ANDROS), and Asset Management System (PAROS). Please note that ProDIGIQ is providing this upgrade at no upfront cost to SMX and without any increase to the annual software maintenance and support cost.
- Removal of the Safety Management System (RHODES) from the current portfolio of systems at SMX and replacement with the Wildlife Hazard Management System (Wildlife Module).
 Please note that ProDIGIQ is providing the Wildlife Module at no upfront cost to SMX and without any increase to the annual software maintenance and support cost.
- Addition of the Operations Logs Module (OpsLog)

After an analysis of SMX's needs, ProDIGIQ is proposing the following as part of this proposal:



WILDLIFE HAZARD MANAGEMENT MODULE (WILDLIFE MODULE)

The Wildlife Module provides a comprehensive platform to automate and streamline all aspects of Wildlife Hazard Management. The Module's intuitive interface facilitates efficient documentation, storage, and archiving of wildlife reports. Through integration with the FAA Wildlife Strike Database, the Module provides airports with the ability to automatically disseminate relevant wildlife strike data to the FAA. The Module's advanced data analytics features equips airports with increased insight on wildlife activity. Airports can view historical data for trend analysis and customize their dashboards to visualize and export any pertinent wildlife data in various formats.

Dashboard	 Data visualization with heat mapping of wildlife sightings on airfield map Data visualization with map markers to view sightings by species Analytics of species, shots fired, most recorded animal and strikes reported
Wildlife Records	 Automation of both proactive and reactive forms Automatic date and time stamp of wildlife sighting Pre-populated drop-down for easy selection while filling out report Custom options with species specific to airport/region Implementation of airport map to denote location of wildlife sighting Grid Map that auto populates coordinates on form Ability to attach images for identification of species Ability to denote action taken Historical tracking of harassment technique to gauge effectiveness Automatic email notification to relevant stakeholders of wildlife incident Ability to export in PDF or XLS format Quick Search and Advanced Search to filter information by various parameters Standard and Custom Reports
Wildlife Strike Reports FAA Form 5200-7	 Automatic generation of wildlife strike report from wildlife record Ability to fill out additional strike information in Form 5200-7 Pre-populated dropdowns synced with FAA for easy selection Two-way integration with FAA Wildlife Strike Database Automatic report submission to FAA Database Ability to revise and send updates to the strike report



Access Control	Access control with varying levels of user privilegesSecured access from any device for reporting wildlife observations
	 Audit trail of all updates made to strike report
	parties such as Smithsonian once remains are identified
	$\circ~$ Ability to reflect any changes made in the system and FAA Database by third
	 Automatic retrieval of strike report number and email notification from FAA

OPERATIONS LOG MODULE (OPSLOG)

ProDIGIQ's Operations Log Module (OpsLog) will automate the daily operations log at the airport, significantly enhancing operational efficiency and safety. It will also streamline communication between airport staff, allowing for seamless documentation of all operational activities and distribution of critical information from the Log in real-time via three methods: custom email lists, push notifications to users logged into the system, and display of pertinent information on the Dashboard. OpsLog facilitates documentation of any activities or situations that are noteworthy on airside, landside, security, terminal, or any other airport assets. It will enable efficient staff scheduling, enhance communication through a custom dashboard, and allow for quick retrieval of historical information through various search options for archives.

	 Integration with other ProDIGIQ solutions to display pertinent information
Dashboard	 FAA NOTAM Integration to view Issued and Active NOTAMs
	 NOAA Weather Integration to show real-time weather information
	 Notices Board to communicate with other shift on staff and post information
	Ability to view IROPS and Charter Ops
	 Ability to create, delete, edit and manage all tasks
	Ability to view and log assigned tasks
Task Management	• Watchlist feature to view user-specific or department-specific tasks (e.g. airside,
-	landside)
	 Time stamp of each task from start to end
	Custom forms with fields specific to the task for collection of relevant information
	 Ability to link forms to a task (e.g. Work Order)



	Ability to view personnel on shift	
	 Built-in intelligence to allocate shift tasks based on login time 	
	 Ability for individuals with appropriate access level to assign ad-hoc tasks 	
	Overview of current day's logs and all previous logs for all airport departments,	
	such as airside, landside, security, and terminal	
	 Automatic daily email distribution of operations log 	
Operations Log	Quick Search and Advanced Search to filter information by various parameters	
	 Standard and custom reports in PDF or XLS formats 	
Access Control	 Ability to define user access with varying levels of user privileges 	
	Secured access from any device	



SERVICE LEVEL SUPPORT

There is a mandatory service agreement that will cover the following 7 functions:

- 1. Software maintenance
- 2. Software updates
- 3. Professional and secured hosting
- 4. Storage of data
- 5. Backup of data
- 6. Ongoing Quality Control and Quality Assurance
- 7. Ongoing tech support
 - a. ProDIGIQ's Support Center- http://support.prodigiq.com
 - b. Open ticket/Check ticket status
 - c. See service windows:

Severity	Description	Response	Work Effort
1. Critical	System is unavailable, resulting in a critical impact on the operation. No workaround is available.	Less than one hour	At least one person working continuously
2. Serious	The system is available, but its operation is severely restricted. No workaround is available.	Less than two hours	At least one person working continuously
3. Low-to- Moderate	System is available with limitations that are not critical to the overall operation. For example, a workaround forces a user and/or a systems operator to use a time-consuming procedure to operate the system; or removes a non-essential feature.	1 business day	Work effort to be mutually agreed by the parties.



COST

Software-As-A-Service (SAAS) Based on A Five-Year Agreement

Description	Upfront Cost
Software Licenses (Unlimited Users and Concurrent Users) and U Implementation for the following:	pfront
Operations Log Module (OpsLog)	Included
Configurations	
2-weeks of Configurations	Included
Project Management	
4-weeks of Project Management	Included
Training	
4-hours of Onsite Training	Included
Travel, Lodging/Boarding for Training Travel	Included
Total Upfront Cost	Included

SAAS Maintenance and Support Cost (Years 1-5)

Description	Annual Cost
Operations Log Module (OpsLog)	\$15,000
Ongoing Software Maintenance and Support	Included
24x7x365 Remote Software Monitoring and Alerts	Included
24x7x365 Remote Software Maintenance and Support	Included
Ongoing Software Updates	Included
Ongoing Quality Control and Quality Assurance	Included
Ongoing Server Hosting, Maintenance, and Support	Included
24x7x365 Remote Server Monitoring and Alerts	Included
24x7x365 Remote Server Maintenance and Support	Included
Ongoing Server Updates	Included
Ongoing Quality Control and Quality Assurance	Included
US-based Technical Support	Included
Unlimited 24x7x365 Tier 1 Support: Help Desk Support	Included
Unlimited 24x7x365 Tier 2 Support: In-depth Technical Support	Included
Unlimited 24x7x365 Tier 3 Support: Expert Product/Service Support	Included
Total Annual Cost	\$15,000

ProDIGIQ highly values our partnership with SMX and is providing OpsLog to SMX for no upfront cost and an annual maintenance and support cost of \$15,000 per year (based on a five-year agreement). The pricing is all-inclusive and includes all features mentioned in this proposal, all implementation, project management, initial training and other costs associated with the system's activation.



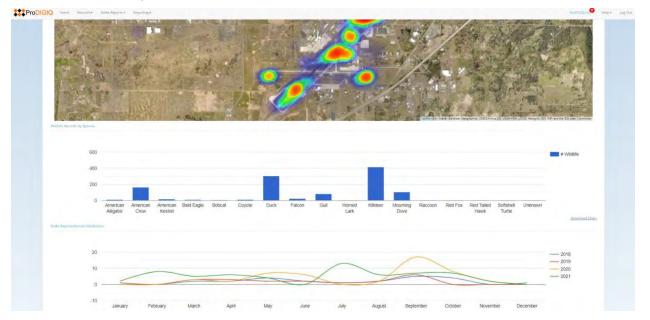
I hope you find this proposal acceptable. We look forward to expanding our partnership with SMX.

Sincerely, Arpit Malaviya CEO ProDIGIQ, Inc. **The Most Trusted Name in Aviation Innovation**



WILDLIFE HAZARD MANAGEMENT MODULE (WILDLIFE MODULE) SCREENSHOTS

1.1 Dashboard Analytics with Multiple Visualizations

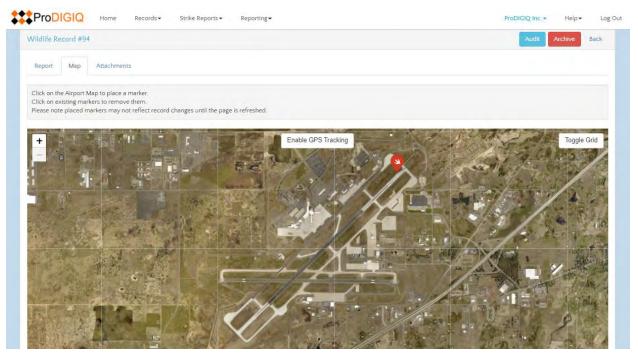


1.2 Wildlife Hazard Reporting Form

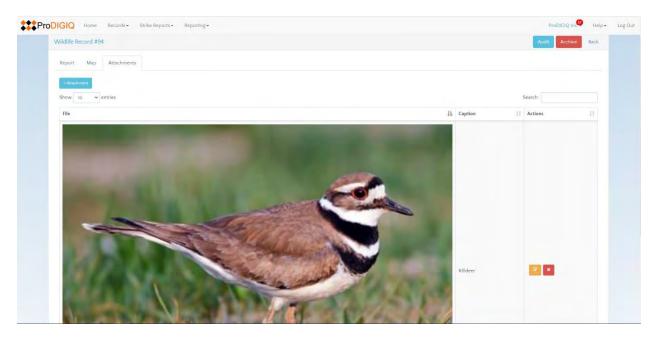
Wildlife Information		
Submitted By	ProDiCIQ Inc.	
Date of Sighting*	2021-01-20 05:37	
Type of Animal ^e	Killder	
Number of Animals Observed*	n	
Location#	87	
Activity of Animal*	Wildlife Strike	
Action Taken*	Killed	
Status of Animal*	Dead	
Was the wildlife involved in a bird/wildlife strike?"	Yes Na	
Number of Animals Struck	.á.	
Was the strike a triggering event?	Yes No	
Shots taken?*	Yes • No	
Additional Comments	The rest flew away	



1.2 Map Marker to Denote Location of Wildlife Sighting



1.4 Attachment to Wildlife Report





1.5 Submission of Report to FAA Wildlife Strike Database

AA Wildlife Mitigation <noreply@faa.gov> fo_cheyenne_janian@prodigiq.com</noreply@faa.gov>	тирм Д				
epily Reply all Forward Elelete Add to Sale S	ienders - Add to Blocked Senders - 🗮				
ttps://qa-wildlife.faa.gov/print?StrikeReportNum=2021-12	-17-1621228/StrikeReport/d=1159912				
Strike Report Confirmation:				(1)-7-7-5-1(1)-5-1(1)-	
2021-12-17-162122					
Revision: 3					
Date of Incident: 12/01/2021	Local Time of Incident: 13:13	4	Time of Day: Day		
Airport Name/ICAO Code: (VGEG) SPOKANE INTERNATIONAL - WA	Runway Used: 248		Sky Condition: Some Cloud Precipitation: []Fog []Rain []Snaw (x]None	
Height (AGL):	Speed (IAS):		Phase of Flight:	1	
Operator: UNITED AIRUNES	Aircraft Registration:		Flight Number: 3187		
Aircraft Make/Model: B-737-800	Engine Make/Model:		Wildlife Identification: Amercan Crow		
Location, if en route(Nearest Town/Reference and State/Airport): Distance (nm) from Airport(Nearest Town/Reference and State/A 0 Effect on Flight:					

1.6 Standard Report: Wildlife Records with Strikes

Strike Reports by Spec	ies					Tassen in CAL Expension Excel Back
Strike Reports May 20, 2021 - December						
Species	Report Number	Reported By	Date/Time	Number of Wildlife Seen	Number of Wildlife Struck	Total Number of Reports
American Alligator						1
	2021-07-28-125029	Rokshal Bohara	2021-07-28 09 36	2-10	2-10	
American Crow						7
	2021-08-04-141230	Michele Davis	2021-08-04 09 00	2-10	2-10	
	2021-08-04-121113	Michele Davis	2021-08-04 09:05	2-10	2-10	
Bobcat						1
	2021-07-28-165312	Rukshal Bohara	2021-07-28 12 34	2-10	2-10	
Coyote						1
	2021-07-27-195546	Rukshal Bohara	2021-07-27 13:13	2-10	2-10	
Duck						6
	2021-08-11-190616	ProDIGIQ Inc.	2021-08-1113-57	2-10	.2-10	
	2021-10-12-113309	Travis Padour	2021-10-12 08 26	11-100	2-10	
	2021-10-12-123734	Travis Padour	2021-10-12 09 25	11-100	.2-10	
	2021-10-22-134758	ProDIGIQ Inc.	2021-10-22 10:35	11-100	2-10	
					2-10	



OPERATIONS LOG MODULE (OPSLOG) SCREENSHOTS

2.1 OpsLog Dashboard

Watch				÷	- 2	Notices				+
My Tasks		ŧ)	Start	Task						New Notice
Show to \$ entries			Search:			Show 5	+ entries	5	Search	
TASK	CALL	SIGN				START TIME		EXPIRES NOTIC	E	
Artield Inspections				ø	12706	2018-03-11	0:33		g Lot C flooded. Traffic rero notice	ated to Lot B till
Charter Operations	ProDIGIQ Inc.		🕨 Statt			Showing 1 t	o 1 of 1 entries		Previous	1 Neu
Clock In / Out	ProDICIQ: Inic.		2018-03-1120:	a 🔹	वेल्क	Shift Stail	ing			÷ - ,
Communications Log	ProDIGIQ Inc.	+	► ŝtan			Show S	+ entries		Search	
IRCIPS	Protitical Inc.	\$	Start			START TIME		Ik NAME	END SHIFT	
Ops Report				S.	LUNK	2018-03-11	0.32	ProDICIQ Inc.		Stap
Showing 1 to 6 of 6 entries			0000	ious. T	Řest -	Showing 1 to	1 of 1 entries		Previous	1 Next
IROPS										÷
Show 5 \$ entries									Search	
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2.2 Advanced Search Feature

Concretiones togs Advanced Scenador Texis 0007-02-18 0007-02-18 Field To Scenado All All All Store Store Timestangi Table Operation Top All All Store Timestangi Timestangi Operation Top								
Tasks Started: m 2017-12-18 to 2017-12-18 Term Field To Search All · All · · Nonton · · Stort · · Stort · · Internet · · Stort · · Internet · · Stort · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · <th>Daily Operations Dag</th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th>Export to PDI Re</th>	Daily Operations Dag							Export to PDI Re
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PRODIGIQ, INC. PROPOSAL







For

TRAINING MANAGEMENT SYSTEM (TILOS)

For

SANTA MARIA AIRPORT (SMX)





Proposal for Training Management System (TILOS) for SMX

To: Santa Maria Airport (SMX) Attn: Mr. Chris Hastert General Manager 3217 Terminal Dr, Santa Maria, CA 93455

July 13th, 2022

RE: PROPOSAL FOR TILOS FOR SANTA MARIA AIRPORT (SMX)

Dear Mr. Hastert:

Thank you for considering ProDIGIQ's Training Management System (TILOS) for use at Santa Maria Airport (SMX). We appreciate the opportunity to present this proposal and look forward to the prospect of expanding our scope of services with your airport.

ProDIGIQ is an innovative technology company that focuses exclusively on the aviation industry. Our team of aviation industry veterans bring laser-focus to each project. Our extensive aviation experience has taught us precisely what to do, and (more importantly) what *not* to do for the success of each aviation client.

When it comes to onboarding new solutions for your airport, ProDIGIQ bears the burden to ensure 100% customer satisfaction. We do all the heavy lifting to provide a smooth implementation process. ProDIGIQ's client success team and support personnel will ensure all software solutions are tailored to SMX's specifications during the onboarding process.

ProDIGIQ's enterprise-level software suite has solutions for virtually all your operational needs. From organizing leases to tracking airfield maintenance, updating organizational records, and managing training— ProDIGIQ will be your primary vendor for aviation software.

ProDIGIQ is 100% designed, built, and supported in the **USA** to provide unparalleled quality and customer service—when you get on a call with any one of our team members, you will not be speaking with someone overseas at a call center. Our customer support personnel work in ProDIGIQ's headquarters (located in California).

After analyzing SMX's needs, ProDIGIQ proposes the following:



Proposal for Training Management System (TILOS) for SMX

TRAINING MANAGEMENT SYSTEM (TILOS)

I. Training Tracking Module

ProDIGIQ's Training Tracking Module provides a centralized repository of all airport personnel training records for effective management of regulatory compliance. The Training Tracking Module captures training requirements and records for all departments at an airport including Operations, Maintenance, Properties, Security, etc. The Training Tracking Module increases transparency by automatically notifying relevant stakeholders of assigned trainings, upcoming trainings, expiring trainings, incomplete trainings, etc. to hold personnel accountable for airport training progress as well as discrepancies for all departments via customized dashboard analytics, further increasing accountability and transparency of airport training compliance. Airport data regarding upcoming training, incomplete training, and expiring training with the Training Tracking Module's extensive reporting capabilities.

	 Analytics of Exams in Progress, Assigned, Expiring and Expired Topics
Dashboard	Matrix depicting required training compliance based on staff credentials
	Centralized repository of all training records
	 Ability to view expiring and expired topics for each student
	Feature to add new students for training without creating new user accounts
	Ability to track individual performance including enrolled courses, sessions,
	exams, and status
Tracking	Ability to create and schedule training sessions
	Ability to assign due date for completion of training
	Ability to track exam score and passing requirement
	 Ability to denote trainers who can assign students to sessions
	Extensive reporting capability
	 Training progress of individual staff
	 Upcoming, incomplete, and missing training
	 Training by status – completed, in progress and future
	Archive feature to maintain records of all staff training
	Automatic notification to relevant stakeholders of upcoming, incomplete,
Notifications	missing, and expiring training
	Ability to set notification frequency for training due date and expiring training



Proposal for Training Management System (TILOS) for SMX

II. Training Content Module

ProDIGIQ's Training Content Module allows airports to create training courses and associated exams. Airports can create specific training courses for all departments, including Operations, Maintenance, Properties, Security, etc. Course instructors can upload any supplemental material, such as presentation slides or PDF documents. Course instructors can create exams with various question formats such as multiple choice or fill in the blank, set a time limit for completion of exams, and denote a threshold for the passing percentage. The Training Content Module's flexible architecture supports effective management of airport training courses and exams, allowing course instructors to easily adjust content as needed to ensure that it reflects the airport's evolving requirements.

	 Ability to create specific training topics for each department
Content	Built-in Intelligence to associate specific trainings with departments and roles
	 Ability to set recurring topic and denote frequency
	• Ability to set refresher duration for topics that a student has previously received
	training in
	 Ability to create courses and include various topics
	 Ability to upload presentation and supplemental material to course
	 Tag feature to categorize topics/courses such as IT, Maintenance, Ops.
	Archive feature for all training content
	Ability to create exams for course
Exams	 Ability to denote exam restrictions such as time limit, number of questions.
	 Various formats such as true/false, multiple choice, fill in the blank
	 Ability to attach images to questions within tests
	 Ability to grade exams and track scores
	 Ability to set threshold for passing percentage
	Automatic notification to relevant stakeholders of students with exam scores that
Notifications	do not meet passing percentage threshold
	 Automatic notification to relevant stakeholders of refresher topics



SERVICE LEVEL SUPPORT

There is a mandatory service agreement that will cover the following 7 functions:

- 1. Software maintenance
- 2. Software updates
- 3. Professional and secured hosting
- 4. Storage of data
- 5. Backup of data
- 6. Ongoing Quality Control and Quality Assurance
- 7. Ongoing tech support
 - a. ProDIGIQ's Support Center- http://support.prodigiq.com
 - b. Open ticket/Check ticket status
 - c. See service windows:

Severity	Description	Response	Work Effort
1. Critical	System is unavailable, resulting in a critical impact on the operation. No workaround is available.	Less than one hour	At least one person working continuously
2. Serious	The system is available, but its operation is severely restricted. No workaround is available.	Less than two hours	At least one person working continuously
3. Low-to- Moderate	System is available with limitations that are not critical to the overall operation. For example, a workaround forces a user and/or a systems operator to use a time-consuming procedure to operate the system; or removes a non-essential feature.	1 business day	Work effort to be mutually agreed by the parties.



COST

Software-As-A-Service (SAAS) Based on A Five-Year Agreement

Description	Upfront Cost
Software Licenses (Unlimited Users and Concurrent Users) and U	pfront
Implementation for the following:	
Training Management System (TILOS)	
TILOS Training Tracking Module	Included
TILOS Training Content Module	Included
Configurations	
2-weeks of Configurations	Included
Project Management	
4-weeks of Project Management	Included
Training	
4-hours of Onsite Training	Included
Travel, Lodging/Boarding for Training Travel	Included
Total Upfront Cost	Included

SAAS Maintenance and Support Cost (Years 1-5)

Description	Annual Cost
Training Management System (TILOS)	
TILOS Training Tracking Module	\$18,000
TILOS Training Content Module	φ10,000
Ongoing Software Maintenance and Support	Included
24x7x365 Remote Software Monitoring and Alerts	Included
24x7x365 Remote Software Maintenance and Support	Included
Ongoing Software Updates	Included
Ongoing Software Upgrades to keep pace with FAA FAR 139 reg changes	Included
Ongoing Quality Control and Quality Assurance	Included
Ongoing Server Hosting, Maintenance, and Support	Included
24x7x365 Remote Server Monitoring and Alerts	Included
24x7x365 Remote Server Maintenance and Support	Included
Ongoing Server Updates	Included
Ongoing Quality Control and Quality Assurance	Included
US-based Technical Support	Included
Unlimited 24x7x365 Tier 1 Support: Help Desk Support	Included
Unlimited 24x7x365 Tier 2 Support: In-depth Technical Support	Included
Unlimited 24x7x365 Tier 3 Support: Expert Product/Service Support	Included
Total Annual Cost	\$18,000

ProDIGIQ highly values our partnership with SMX and is providing TILOS to SMX for no upfront cost and an annual maintenance and support cost of \$18,000 per year (based on a five-year agreement). The pricing is all-inclusive and includes all features mentioned in this proposal, all



implementation, project management, initial training and other costs associated with the system's activation.

ProDIGIQ's TILOS implementation will last 30 days once given notice to proceed.

We appreciate the opportunity to present this proposal and look forward to the prospect of expanding our scope of services with SMX.

Sincerely,

Arpit Malaviya

CEO

ProDIGIQ, Inc. The Most Trusted Name in Aviation Innovation



PRODIGIQ'S AVIATION CLIENTS



PRODIGIQ'S SELECT LIST OF PROJECTS





OVERALL SYSTEM SCREENSHOTS

1.1 Single Sign-On Portal

NODULES					ProDIGIQ	System Gateway AIRP
PART 139 SELF INSPECTION MODULE	TRAINING MANAGEMENT SYSTEM	OPERATIONS LOG MODULE	OPERATIONS REPORTING MODULE	WILDLIFE MANAGEMENT MODULE	PERMIT MODULE	ARFF MODULE
SYSTEMS						
Maintenance Manageme	nt Aset Managemen	an Lease Monag		Management	Cate Management	Executive Dashboard
	Environmental Manage				rgency Management	

1.2 Standard and Custom Reporting

Airfield Inspections: Overall Activity Report			Export to PDF	Export to Excel Bac
Airport				
May 21, 2019 - May 21, 2020				
	Work Orders Created	Work Orders Closed	Avg Days To Completion	Number of Unsat
Paved Areas	2	1	0.0	72
Lips Over 3"	1	Ō	N/A	32
Holes 5"/3"	0	1	0.0	6
Cracks/Spalling	1	0	N/A	5
FOD	0	0	N/A	21
Ponding	0	0	N/A	2
Edge Dams	0	0	N/A	2
Joint Sealing	0	0	N/A	2
Rubber Deposits	0	0	N/A	0
Pavement Lips Over 3"	0	0	N/A	2
Hole – 5" diam. 3" deep	0	0	N/A	0
			N/Δ	



TRAINING TRACKING MODULE SCREENSHOTS

2.1 New Student Creation (ProDIGIQ User Account or External Personnel)

New Student		В
User	*	
Name*		
Department*	~	
Position		
Company		
Supervisor		
Email Address		
Phone Number		
Examinable?	On	
Courses	ių v	
	Name. It Top	lics
	Search Name 5	earch Topics
	319(0(2) ARTE	General Fire Safety PPE Maintenance Procedures
	and the second sec	General Fire Safety

2.2 Grid View of Completed and Expired Training Courses

			Training Manage	ment System AIRPO
	Training Mana	gement System		
Students Dashbo	rd Enrolled Courses Sessions Exams			
xpiring Topics				
Student	17 Topic	1 Date Completed	Date Expired	
Search Student	Search Topic	Search Date Completed	Search Date Expired	
ain Garcia	PPE Maintenance Procedures	2020-09-24	2020-12-25	Assign Train
Steven Coleman	PPE Maintenance Procedures	2020-09-24	2020-12-25	Assign Train
	Duties Required Under the Airport Certification Manual	2020-06-30	2020-07-31	Train
Joon Lee		2020-06-30	2020-07-31	Assign Train
	Duties Required Under the Airport Certification Manual			F-100
loon Lee lack Waters	Duties Required Under the Airport Certification Manual Airfield Discrepancy Reporting	2020-06-30	2020-06-30	Traire



TRAINING CONTENT MODULE SCREENSHOTS

3.1 Grid View of Training Topics Created for Various Departments

opics					New To	pic A	rchived	Topics
				Column visibility	Сору	Excel	PDF	Print
10 🖌				5	search:			
Name	11	Tags []]	Departmen	nt	Frequ	iency		17
Search Name		Search Tage	Search I	Department.	5e	arch Frequ	sency	
Admin Capabilities			Terminal					
Airfield Discrepancy Reporting		Count	Airside		.t Yea	14		
Airport Communications		Coveral	Ainside					
Airport Emergency Plan		OPS Criment	Airside		4 Yea	15		
Airport Familiarization		OPS General	Airside					
Assessment of Hazardous Spills		AEFF	ARFF		1 Yea	5		
Duties Required Under the Airport Certification Manual		OPS General	Airside		1 Yea	s		
FIDS Management		π	Terminal		1 Yea	5		
General Fire Safety		AUF	ARFF		1 Year	ş		
Introduction to Ops Log		ProDVCID	Airside					

3.2 Grid View of All Training Courses

lourses		New Course Archived Co	urse
		Column visibility Copy Excel PDF	Prin
10 🗸		Search:	
Name 🕸	Department []	Topics	
Search Name	Search Department	Search Topics	
319(1)(2) ARFF	ARFF	General Fire Safety PPE Maintenance Procedures	
319(i)(4) Emergency Medical Services	ARFF	General Fire Safety	
321(b)(6) Hazardous Materials	ARFF	Assessment of Hazardous Spills	
338(b)(5) Preempted Fire Prevention	ARFF	Vegetation Management Perimeter inspection Procedures	
Advanced Fire Prevention		Vegetation Management Perimeter Inspection Procedures	
FAR 139 303	Airside	Airport Familiarization Airport Communications Wildlife Hazard Management (1 More)	
FAR 139.313	Airside	Snow and Ice Control	
FAR 139 325	Airside	Airport Emergency Plan Airfield Discrepancy Reporting	
IT Management	Terminal	Admin Capabilities FIDS Management	
Maintenance Management	Airside	Work Order Planning Inventory Management	



7360 El Camino Real, Suite E P.O. Box 1930 Atascadero, CA 93423 Phone: 805-466-5660 civilengineers@tartaglia-engineering.com

MEMO

August 10, 2022

TO:	Ric Tokoph, Airport Operations and Maintenance Manager
CC:	Chris Hastert, General Manager; John A. Smith, Tartaglia Engineering
SUBJECT:	Airport Maintenance Activity
FROM:	Brett J. Dolan, P.E., Tartaglia Engineering

Mr. Tokoph,

Thank you for reaching out to Tartaglia Engineering regarding the airport maintenance activities that will be taking place in the near future. The maintenance activities you identified were as follows:

- Removal of asphalt and concrete rubble
- Removal of trash and debris
- Removal of dead and dying vegetation
- Removal of "slash" material slash material is the accumulation of debris from cutting brush or trimming of trees.
- Surface dressing to restore the natural grade and drainage in the areas of activity.

I have reviewed the areas of these proposed maintenance as well as city, county, and state codes regarding these activities.

It is my professional opinion that these activities do **NOT** require a grading permit or any other type of permit from any local or state authority.

Please feel free to contact myself or this office should you have any additional questions or additional types of maintenance activities are proposed. We would be happy to review them for you.

Signature

Attachments: None

The J.F. Will Company

SM Airport District

North West Grubbing Bid Date 3 August 2022

ltem	Description	QTY	UM	Days	Bid Price
1	Mobilization	1	LS	1	\$3,875.00
2	Clear / Disk / Pile Vegitation	258,061	SF	2 to 4	\$8740.00 to \$17,480.00
3	Bury / hide / Grade surface	258,061	SF	2 to 4	\$8740.00 to \$17,480.00
4	Remove Concrete from site (large Pieces only)	384	CY	2	\$12,217.60
5	Dress up, bury remaining concrete in between trees	20,260	SF	1	\$2,300.00
Total			5	8 - 12	\$35,872.60 to \$53,352.60

Actual work to be tracked on a time and material basis with 15% overhead and profit. Actual time sheets will be signed daily to verify and confirm work performed. Labor and equipment rates will be based on The JF Will Company Rate Sheet attached.

Exclusions:

Bonds, Engineering, Testing, permits, fees, Inspections or Survey not included.

No Water,

No erosion control included

Compaction of finished soils is not garenteed to meet any criterion.

No drawings, grades or engineering requirements

THE J.F. WILL COMPANY, INC.

CONSTRUCTION MANAGEMENT I INSPECTIONS I CONSULTING I SITE DEVELOPMENT TELEPHONE: (805) 938-0760 Address: 2640 Industrial Parkway #100 Santa Maria, CA 93455

	Tevalling) LADOR RATE	>
DESCRIPTION	RATE	
CAT 320 Excavator w/thumb	130.00/hour	
(2) JOHN DEERE 350D Excavator	140.00/hour	
CAT 950F Loader	110.00/hour	
(2) John Deere 544K Loader	110.00/hour	
John Deere 670A Grader	110.00/hour	
John Deere 750K Dozer w/slope board	130.00/hour	
CAT D6K w slope board	130.00/hour	
(2) John Deere 650 Dozer w/slope board	110.00/hour	
CAT 433E Vibratory Sheepsfoot Compactor	100.00/hour	
(4) CAT 420 Backhoe	60.00/hour	
Cat 279 Skid Steer w Cold Planar (w operator)	120.00/hour	
CAT Backhoe w/HyRam breaker	65.00/hour	
Deere 35D Mini-Excavator w thumb	60.00/hour	
Deere 50D Mini-Excavator w thumb	60.00/hour	
Deere 60D Mini-Excavator w thumb	70.00/hour	
Deere 85G Mini-Excavator w thumb	85.00/hour	
(4) John Deere 210 Skip-drag Loader	60.00/hour	
(2) CAT 279C Skid Steer	60.00/hour	
(2) CAT CB224E 3-5 Ton Vibratory Roller	60.00/hour	
2 axle Dump Truck w 6yd box	65.00/hour	
(2) Dump Trucks w/rock boxes	70.00/hour	
(3) Super 10 Dump Trucks w/rock boxes	70.00/hour	
(3) Water Trucks – 2500 gallon	65.00/hour	
Ingersoll Ram 185 Air Compressor w/hoses	260.00 (day rate)	
16 ft Chipper Truck w/ Morbark Chipper (w operator)	170.00/hour	
(2) 30 Ton Lowbed Equipment Trailer		
8 Ton Equipment Trailer	25.00/hour	
(2) 500 Gallon Water Trailer	150/day	
3 cubic Yard Dump Trailer	125/day	
Fusion Machine (4", 6", 8")	450/day	
Foreman Truck	85.00 (day rate)	
Crew Truck w/tools	130.00 (day rate)	
Service Truck	110.00 (day rate)	
Service Truck w/Mechanic	130.00/hr point to point	
Saw Truck	120.00/hour	
Job Foreman	95.00/hour	
	85.00/hour	
Equipment Operator Labor	67.00/hour	
	77.00/hour	
Concrete Foreman		
Concrete Carpenters	72.00/hour	
Concrete Finisher	70.00/hour	
Concrete Saw	210.00/hour	
Safety Officer	85.00/hour	
Landscape Foreman	95.00/hour	
OVERHEAD & PROFIT:		
Materials supplied by J.F. Will	15%	
Subcontractors	15%	
Daily Cost Summary Totals	15%	Dated

EQUIPMENT/ (Prevailing) LABOR RATES

Dated July 29, 2022

10

The J.F. Will Company

SM Airport District North West Tree Removal Bid Date 10 August 2022

ltem	Description	QTY	им	Days	Bid Price
1	Mobilization	1	LS	1	\$3,875.00
	Remove Trees - Chip to Mulch - Leave Mulch On Site	59	Trees	6	\$43,027.00
Total					\$46,902.00

Actual work to be tracked on a time and material basis with 15% overhead and profit. Actual time sheets will be signed daily to verify and confirm work performed. Labor and equipment rates will be based on The JF Will Company Rate Sheet attached.

Exclusions:

Bonds, Engineering, Testing, permits, fees, Inspections or Survey not included.

No Water,

No erosion control included

Compaction of finished soils is not garenteed to meet any criterion.

No drawings, grades or engineering requirements

The J.F. Will Company

SM Airport District North West Stump Removal Bid Date 10 August 2022

ltem	Description	QTY	UM	Days	Bid Price
1	Mobilization	1	LS	1	Included W/ Tree Removal
	Remove stumps - remove off site includes tree trunks	60	Stumps	4	\$48,662.00
Total					\$48,662.00

Actual work to be tracked on a time and material basis with 15% overhead and profit. Actual time sheets will be signed daily to verify and confirm work performed. Labor and equipment rates will be based on The JF Will Company Rate Sheet attached.

Exclusions:

Bonds, Engineering, Testing, permits, fees, Inspections or Survey not included.

No Water,

No erosion control included

Compaction of finished soils is not garenteed to meet any criterion.

No drawings, grades or engineering requirements

INCLIPTED FEGLETTED THE TON'N ANCHOR FER PROVIDED DETAIL.